

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/328**

**TITLE: Fairfield City Council - City Outcomes Department Enterprise Agreement 2000**

**I.R.C. NO: 2000/5434**

**DATE APPROVED/COMMENCEMENT: 17 November 2000**

**TERM: 36 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

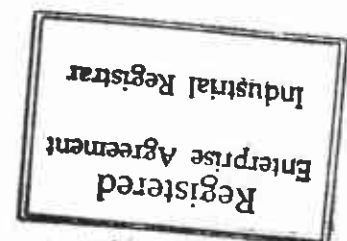
**DATE TERMINATED:**

**NUMBER OF PAGES: 7**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees engaged within the City Outcomes Department, except Senior Staff, contract staff and person employed under government sponsored schemes

**PARTIES:** Fairfield City Council -&- Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division, The Environmental Health and Building Surveyors' Association of New South Wales, The Local Government Engineers' Association of New South Wales



# FAIRFIELD CITY COUNCIL CITY OUTCOMES DEPARTMENT ENTERPRISE AGREEMENT 2000

## 1.0 INTRODUCTION

### 1.1 TITLE

This Enterprise Agreement is known as the "Fairfield City Council - City Outcomes Department Enterprise Agreement 2000".

### 1.2 AIM

The aim of this Agreement, made between the staff of the City Outcomes Department and the Council of Fairfield with consultation and consent of the appropriate industrial unions of employees (Federated Municipal and Shire Council Employees' Union of Australia (New South Wales Division), the Local Government Engineers' Association of New South Wales and the Environmental Health and Building Surveyors' Association of New South Wales) in order to:

- ✓ provide an environment that focuses on the delivery of outcomes;
- ✓ encourage work outside of traditional hours to ensure maximum access to the community and elected Councillors;
- ✓ encourage the successful completion of projects; and
- ✓ encourage a working environment that provides flexibility in working hours and location.

This agreement will apply to all persons employed within the City Outcomes Department with the exception of:

- \* Senior Staff designated in accordance with the provisions of the Local Government Act;
- \* Those members of staff whose current contract specifically excludes them from the provisions of the Fairfield City Council Enterprise Agreement;
- \* Persons employed on government sponsored schemes.

### 1.3 PHILOSOPHY OF CITY OUTCOMES WORKPLACE AGREEMENT

Council has prepared a Strategic Plan that is underpinned by 10 Vision Statements and outlines a strategy which, if followed, will deliver the Vision making Fairfield an "excellent City in which to live, invest and prosper.



The Strategic Plan has been designed to achieve specific outcomes, which will collectively provide the desired City. To deliver the outcomes, major changes have been made to the organisational structure of Council to enable better utilisation of funds and resources.

The City Outcomes Department created in the 1998 organisational restructure, can be considered as the Department that is:

- ✓ Leading the change to an "outcomes" focused organisation;
- ✓ Accountable for the delivery of the desired outcomes identified in the Strategic Plan;
- ✓ Responsible for the prioritisation of projects and activities;
- ✓ Allocating resources to projects through extensive consultation with other departments of Council, businesses and the community.

The success of the City Outcomes Department and the performance of the City Outcomes team member is not judged by the hours spent in the office, but on the result of their labour-the "Outcomes". This Enterprise Agreement provides for a working environment "re-engineered" to focus on work practices to facilitate the efficient and effective delivery of outcomes.

#### 1.4 DEFINITIONS

Award:	Local Government (State) Award, 1997, and any Award that succeeds this Award.
Working Week:	Monday to Friday.
Minimum hours per 4 week period:	140 Hours
Span of Hours	7:00am to 9:00pm
Team Member	Staff of City Outcomes
Management	Executive Manager - City Outcomes Department

#### 1.5 THE PARTIES

This Agreement is made between Fairfield City Council and the Federated Municipal and Shire Council Employees' Union of Australia (New South Wales Division), the Local Government Engineers' Association of New South Wales and the Environmental Health and Building Surveyors' Association of New South Wales, on behalf of the staff of the City Outcomes Department.

#### 1.6 INTENTION OF THE PARTIES

- a) The signatories to this Agreement are committed to the:



- ✓ delivery of outcomes so that the vision for Fairfield can be realised;
  - ✓ working with Councillors and community for the delivery of outcomes;
  - ✓ working in partnership with the other departments of Council; and
  - ✓ promotion of customer satisfaction, innovation and continuous improvement.
- b) With the implementation of this Agreement the parties recognise that there will be emphasis placed on achieving outcomes to meet the Fairfield City Vision and that parties will make a concerted effort to realise the vision.

## 1.7 AGREEMENT NOT ENTERED INTO UNDER DURESS

This agreement was not entered into under duress by any party to it.

## 1.8 DURATION

This Agreement is made pursuant to the terms of the Industrial Relations Act 1996 (NSW) and the term of the Agreement will be three (3) years from the date of approval by the Industrial Relations Commission of New South Wales.

## 1.9 REVIEW

The parties to the Agreement will review the Agreement on an annual basis and that any variations arising from the review will be by agreement and in writing and introduced in accordance with the provisions of the Industrial Relations Act 1996 (NSW).

## 1.10 NEGOTIATION FOR NEXT AGREEMENT

The parties to this agreement will enter into negotiations no later than six months before this Agreement expires. This Agreement will remain in place until a new agreement is entered into or it is terminated in accordance with the provisions of the Industrial Relations Act 1996 (NSW)

## 2.0 AGREEMENT CONDITIONS

### 2.1 HOURS

- a) Each team member will work at least 140 hours in each four (4) week period.
- b) Hours worked within a span of hours commencing 7.00 am and ending at 9.00 pm Monday to Friday, in excess of ordinary hours, can be used to accrue time-in-lieu hours.
- c) If a team member is required to attend a "after-hours" meeting or workshop, they have the option of varying their start/finish times accordingly .



- d) Time-in-Lieu can be accrued in minimum blocks of 15 minute periods and can be taken in 15 minute blocks as well.

## 2.2 TIME-IN-LIEU

- a) Each team member will keep an updated record of Time-In-Lieu hours.
- b) Team members are able to accrue or be in deficit a total of 14 hours per week. If upon termination of employment for whatever reason, a team member is in deficit, the monetary equivalent of the deficit will be deducted from the termination pay or vice versa, where the team member has untaken leave entitlements as a result of this Enterprise Agreement, then they will be remitted the monetary equivalent of the untaken accrued time-in-lieu.
- c) Team members are able to accrue a maximum total of 70 time-in-lieu hours (equivalent to ten working days) before leave is required to be taken.
- d) Team members are able to take accrued leave in bulk at a time that is mutually convenient.
- e) In the case where additional time is worked in meeting project deadlines and the like, accrual of additional time-in-lieu will be at single time. (Note: Meal Allowances are not applicable in these instances.)

## 2.3 OVERTIME AND TIME-IN-LIEU AT PENALTY RATES

- a) Team members **who are required to attend** "after-hours" meetings/workshops and the like between Monday and Friday and at weekends and on public holidays may either have the option of claiming overtime consistent with the provisions of the Award or accruing time-in-lieu at the overtime multiple. Penalty time-in-lieu entitlements cannot be accrued unless the minimum of seven (7) hours has been worked prior to attendance at the "after hours" meeting or workshop. Meal Allowances or a meal will be provided in instances where such attendance extends ordinary hours by two hours or more.
- b) Accrual of time-in-lieu at the overtime payment equivalent or payment of overtime will only apply to attendance at "after hours" meetings and or workshops. Where a team member is required to attend a weekend meeting or workshop the penalty time-in-lieu provision, or overtime, shall apply.
- c) Penalty time-in-lieu or overtime may only be undertaken with the prior approval of the Executive Manager - City Outcomes or the appointed representative.

## 2.5 MEAL BREAKS

A minimum 30 minute break will be taken consistent with the Award.



## 2.6 WORKING FROM HOME

Provisions for working from home will apply consistent with Council's Corporate Policy.

## 2.7 WITHOUT PRECEDENCE

Terms and agreements of the condition are specific to the operations of Fairfield City Council Outcomes Department and shall not be used as a precedent by any party to the Agreement for employment conditions in other departments of Council.

## 2.8 DISPUTE RESOLUTION PROCEDURE

A dispute resolution procedure has been implemented in conjunction with this Agreement as detailed below:

- a) At any stage of the procedure, the employee(s) may be represented by their union or it's local representative and Council represented by the Association.
- b) A grievance or dispute shall be dealt with as follows:
  - (i) The employee(s) shall notify the supervisor of any grievance or dispute and the remedy sought, in writing.
  - (ii) The meeting shall be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within two working days of notification.
  - (iii) If the matter remains unresolved, the employee(s) may request the matter be referred to the head of the department or other authorised officer for discussion. A further meeting between all parties shall be held as soon as practicable.
  - (iv) If the matter remains unresolved the City Manager shall provide the employee(s) with a written response. The response shall include the reasons for not implementing any proposed remedy.
  - (v) Where the matter remains unresolved, it maybe referred to the employee's union or representative and by the City Manager or other authorised officer to the Association for further discussion between the parties.
  - (vi) The Industrial Registrar may be advised of the existence of a dispute at any stage of the procedure.
  - (vii) During this procedure and while the matter is in the course of negotiation, conciliation and or arbitration the work practices existing prior to the dispute shall as far as practicable proceed as normal.

## 2.9 ANTI-DISCRIMINATION

The parties agree to interpret and apply the provisions of this agreement in a manner consistent with the provisions of the Anti-Discrimination Act 1977.

## 2.10 GENERAL

The Agreement shall be read in conjunction with the Award and the Fairfield City Council Enterprise Agreement and where there is any conflict between the Agreement and the aforementioned Award and Corporate Enterprise Agreement, the provisions of the Agreement shall prevail.

## 3.0 LEAVE RESERVED

The parties to the agreement agree to a general leave reserved to discuss matters arising out of the Agreement and to discuss matters which need to be addressed during the life of the Agreement that were not applicable at the time of the Agreement was entered into.

SIGNED on behalf of  
FAIRFIELD CITY  
COUNCIL  
in the presence of

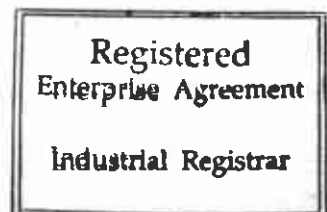
  
Witness

)   
City Manager

SIGNED on behalf of the  
FEDERATED MUNICIPAL & SHIRE  
COUNCIL EMPLOYEES' UNION OF  
AUSTRALIA, NEW SOUTH WALES  
DIVISION in the presence of

)   
General Secretary

 6/11/02  
Witness



SIGNED on behalf of the )  
ENVIRONMENTAL HEALTH AND )  
BUILDING SURVEYORS' ASSOCIATION )  
OF NEW SOUTH WALES )  
in the presence of )

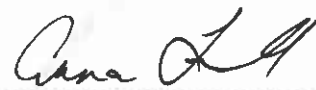


Secretary

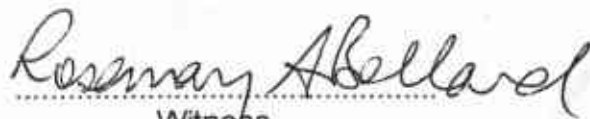


Witness

SIGNED on behalf of THE )  
LOCAL GOVERNMENT ENGINEERS' )  
ASSOCIATION OF NEW SOUTH WALES )  
in the presence of )



Senior Industrial Officer



Witness





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INDUSTRIAL RELATIONS COMMISSION  
OF NEW SOUTH WALES  
IN COURT SESSION



SCHMIDT J

FRIDAY 17 NOVEMBER 2000

IRC2000/5434 - FAIRFIELD CITY COUNCIL CITY OUTCOMES  
DEPARTMENT ENTERPRISE AGREEMENT 2000

Application by Fairfield City Council for approval of  
enterprise agreement

Mr Bell with Mr Wright and Mr Lee for the Applicant  
Mr Reid for the Municipal Employees' Union  
Ms A Funnell

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BELL: Thank you, your Honour, in putting this application  
before the Commission. I'd like to take your Honour to the  
provisions of the agreement that I believe are operative and  
reflect a variation from the provisions of the Local  
Government State Award.

They are dealt with in clause 2 of the Agreement called  
Agreement Conditions and the operative provision in that  
clause is that subclause 2, point 3, Overtime and Time in  
Lieu at Penalty Rates, and this is the nature of the  
concession made by the Council in negotiation with the staff  
and reflects staff to attend a reasonable range of after-  
hours meetings and workshops, and the agreement provides  
where that is a requirement of their employment, rather than  
time in lieu, be on an hour and a half basis. It would be  
time and half and double time thereafter and the time in  
lieu would accumulate on that basis and taken with the  
provisions of the award by agreement with management and the  
employee concerned.

Apart from that, the agreement provides a number of  
other statements of intent, and the valuation of City  
Outcomes' general statements of accord between the parties  
and not effective in terms of the industry outcomes.

It is my submission that the agreement meets the  
appropriate no detriment test. It provides a benefit in  
addition to the award. It doesn't offset that against any  
other award provisions. It is a simple agreement. It is  
the first between the parties and reflects a considerable  
period of discussion which of course Mr Lee played a focal  
point for the staff negotiations, and if the Commission had  
any questions to raise in respect of that negotiation Mr Lee  
could answer those. Otherwise I believe it meets the test  
established the by the Commission. In my submission it  
complies with the Anti Discrimination Act.

HER HONOUR: What do the unions say?

REID: The Municipal Employees' Union seeks the Commission's approval in that we believe the enterprise agreement complies with all the statutory requirements including the Anti Discrimination Act 1997. The enterprise agreement does not on balance provide a net when compared with the package of conditions of employment under the relevant award, that being the Local Government State Award 2000, that would otherwise apply to the employees, that the parties understand the effect of the award, there has been extensive consultation, and that the parties did not enter the enterprise agreement under any duress.

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FUNNELL: I would simply endorse the statements made by my employees, there has been extensive consultation. We are happy to support it.

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HIS HONOUR: This is an application for approval of an enterprise agreement to be known as the Fairfield City Council City Outcomes Department Enterprise Agreement 2000.

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Having considered the terms of the proposed agreement, what is contained in the application and submissions of the parties this morning, I am satisfied that the proposed agreement complies with the requirements of the Act and of the applicable principles.

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It is accordingly appropriate that I exercise the Commission's discretion to approve the agreement which the parties have made. For those reasons I approve the Fairfield City Council City Outcomes Department's Enterprise Agreement 2000 as filed. The agreement takes effect from today's date, 17th November 2000, and remains in force for a period of three years therefrom. These proceedings conclude on that basis.

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MATTER ADJOURNED

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